

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL EXPEDITED PACKAGE SERVICES CONTRACTS
NON-PUBLISHED RATES 4 (MC2013-27)

Docket No. CP2013-35

**CUSTOMER CONTRACT FILING NOTICE FOR
GLOBAL EXPEDITED PACKAGE SERVICES – NON-PUBLISHED RATES 4
SERIAL NUMBERS ENDING: 0001-0002 AND 0006-0007
(February 6, 2013)**

In compliance with Order No. 1625,¹ the United States Postal Service gives notice of filing Global Expedited Package Services – Non-Published Rates 4 (GEPS NPR 4) customer agreements with serial numbers ending in 0001-0002 and 0006-0007.² The effective dates for the four agreements filed with this notice are listed below

The Postal Service is filing these four contracts with the Commission under seal. The four agreements are derived from a common template³ and would appear essentially the same when redacted. Therefore, the Postal Service is filing publicly, as Attachment 1, a representative redacted version of one of these agreements, the

¹ Order No. 1625, Order Adding Global Expedited Package Services – Non-Published Rates 4 (GEPS – NPR 4) to the Competitive Product List, Docket Nos. MC2013-27 and CP2013-35, January 16, 2013, at 7.

² The full serial number, which contains fields useful to the Postal Service's administration of the contracts, appears on the first page of each contract and in the text of this Notice.

³ The common template is the GEPS – NPR 4 model contract, which was included as Attachment 4 to Request of the United States Postal Service to Add Global Expedited Package Services – Non-Published Rates 4 (GEPS – NPR 4) to the Competitive Products List and Notice of Filing GEPS – NPR 4 Model Contract and Application for Non-Public Treatment of Materials Filed Under Seal, Dockets Nos. MC2013-27 and CP2013-35, December 21, 2012 ("GEPS – NPR 4 Request"). The agreements that are the subject of this notice include an additional article concerning Conditions Precedent, which does not result in a change in rates. The article concerning Conditions Precedent was added to each contract because, in order to reduce the possibility of an interruption in service to the customer, it was necessary for the Postal Service to send GEPS – NPR 4 agreements to these customers prior to January 16, 2013, when the Commission issued Order No. 1625.

redacted version of the customer agreement with serial number NPR4-FY13-JAN13-N-T5-0001.

The unredacted version of the inputs worksheet that was used to generate customer-specific rate tables for the four agreements for which the Postal Service is providing notice is being filed with the Commission under seal. In addition, the Postal Service is filing publicly with this notice a redacted version of this inputs worksheet.

The Postal Service incorporates by reference the application for non-public treatment that was filed in conjunction with the Postal Service's December 21, 2012, notice in this docket.⁴ The application protects from disclosure the information that has been redacted from the contract and the inputs worksheet that the Postal Service is filing publicly today with this notice. The application also would protect from disclosure similar information in the additional contracts that the Postal Service is filing today with the Commission under seal in this docket.

<u>SERIAL NUMBER</u>	<u>EFFECTIVE DATE</u>
NPR4-FY13-JAN13-N-T5-0001	January 27, 2013
NPR4-FY13-JAN13-N-T7-0002	January 27, 2013
NPR4-FY13-JAN13-N-T2-0006	February 4, 2013
NPR4-FY13-JAN13-I-T7-0007	February 14, 2013

⁴ GEPS – NPR 4 Request, at Attachment 1.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

Anthony F. Alverno

Chief Counsel

Global Business and Service Development

Corporate and Postal Business Law Section

Christopher C. Meyerson

Attorney

475 L'Enfant Plaza, S.W., Rm. 6029

Washington, D.C. 20260-1137

(202) 268-7820; Fax -5628

christopher.c.meyerson@usps.gov

February 6, 2013

NPR4-FY13-JAN13-N-T5-0001

**GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND**

This Agreement ("Agreement") is between [REDACTED] ("Mailer"), with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

INTRODUCTION

WHEREAS, the Parties desire to enter into a non-exclusive relationship whereby the USPS will provide certain products and/or services to the Mailer pursuant to the terms and conditions contained herein;

WHEREAS, the Parties desire to be bound by the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agree as follows:

ARTICLE 1. PURPOSE OF THE AGREEMENT

This Agreement shall govern the use the Mailer may make of customized mail service for Global Express Guaranteed only when Payment Option B is selected, Express Mail International, and for Priority Mail International.

ARTICLE 2. CHOICE OF PAYMENT METHOD

By initialing one of the following two options, the Mailer hereby selects a postage payment method. This Agreement is not valid unless either Option A or B is chosen.

Option A Postage Payment through a PC Postage Provider

The Mailer shall pay postage to the USPS through the intermediary of a USPS-approved PC Postage Provider that the USPS has authorized to offer services to contract rate customers. The Mailer agrees to use only one USPS-approved PC Postage Provider at a time. The Mailer retains the right to change from one PC Postage Provider to another provided that the new PC Postage Provider has been authorized by the USPS to offer services to contract rate customers.

Initially, the Mailer chooses Endicia as its USPS-approved PC Postage Provider.

**Option B Postage Payment through a Permit Imprint using
USPS-provided Global Shipping Software (GSS).**

The Mailer shall pay postage to the USPS through the use of a permit imprint subject to the conditions stated in IMM 152.4 and DMM 604.5.

CONFIDENTIAL

USPS [REDACTED] 01/2013

nw -- Agreement Page 1 of 14

ARTICLE 3. DEFINITIONS

As used in this Agreement:

1. "IMM" means the *International Mail Manual* as found on the USPS website pe.usps.com on the date of mailing.
2. "DMM" means the *Domestic Mail Manual* as found on the USPS website pe.usps.com on the date of mailing.
3. "Effective Date" means the first date on which the USPS is willing to accept Qualifying Mail.
4. "PC Postage Provider" means a provider of software-based management of postage accounts, authorized by the USPS to offer services to contract rate customers.
5. "Qualifying Mail" means mail that meets the requirements set forth in Article 4 of this Agreement.
6. "Non-Qualifying Mail" means mail that does not meet the requirements set forth in Article 4 of this Agreement. Express Mail International and Priority Mail International tendered to the USPS at a Business Mail Entry Unit, at a USPS retail window, or at any commercial mail receiving agency are Non-Qualifying Mail under Option A above.

ARTICLE 4. QUALIFYING MAIL

1. Under Option A above, only mail that meets the requirements set forth in IMM 220 for Express Mail International or meets the requirements set forth in IMM 230 for Priority Mail International, with the exception of:
 - a. Any Flat Rate item;
 - b. Any item destined for any country included in Country Group E-1 under Supplement No. 1 to Title 15, Code of Federal Regulations, Part 740 available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title15-vol2/pdf/CFR-2012-title15-vol2-part740-appNo-.pdf>.
 - c. Any item addressed to persons or entities identified on the Office of Foreign Assets Control's (OFAC's) Specially Designated Nationals List, the Bureau of Industry and Security's (BIS's) Denied Persons List, or BIS's Entities List; and
 - d. Any item tendered on behalf of third parties or entities identified on OFAC's Specially Designated Nationals List, BIS's Denied Persons List, or BIS's Entities List;shall be considered as Qualifying Mail, except as those requirements conflict with the applicable specific preparation requirements set forth in Article 6.
2. Under Option B above, only mail that meets the requirements set forth in IMM 210 for Global Express Guaranteed, or meets the requirements set forth in IMM 220 for Express Mail International, or meets the requirements set forth in IMM 230 for Priority Mail International, with the exception of:

- a. Any Flat Rate item;
- b. Any item destined for any country included in Country Group E-1 under Supplement No. 1 to Title 15, Code of Federal Regulations, Part 740 available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title15-vol2/pdf/CFR-2012-title15-vol2-part740-appNo-.pdf>.
- c. Any item addressed to persons or entities identified on OFAC's Specially Designated Nationals List, BIS's Denied Persons List, or BIS's Entities List; and
- d. Any item tendered on behalf of third parties or entities identified on OFAC's Specially Designated Nationals List, BIS's Denied Persons List, or BIS's Entities List;

shall be considered as Qualifying Mail, except as those requirements conflict with the applicable specific preparation requirements set forth in Article 6.

ARTICLE 5. TREATMENT OF NON-QUALIFYING MAIL

1. Under Option A and under Option B above, the USPS, at its option and without forfeiting any of its rights under this Agreement, may refuse to accept Non-Qualifying Mail or may accept Non-Qualifying Mail at the applicable published prices.
2. Under Option A above, the USPS may accept Non-Qualifying Mail at the applicable published prices and impose a penalty upon the Mailer.

ARTICLE 6. SPECIFIC PREPARATION REQUIREMENTS

1. Under Option A above, mailings processed using software provided by a USPS-approved PC Postage Provider that the USPS has authorized to offer services to contract rate customers, must be accompanied by a PS Form 3152 Confirmation Services Certification, or a PS Form 5630 Shipment Confirmation Acceptance Notice, or an equivalent form produced by the PC Postage Provider's software.
2. Under Option B above:
 - a. Mailings of Qualifying Mail must be kept separate from any other type of mail the Mailer tenders.
 - b. International mailings must be separated from domestic mailings.
 - c. Mailings processed using Global Shipping Software (GSS) must:
 - i. Be accompanied by a postage manifest;
 - ii. Be paid for through the use of a Permit Imprint.

ARTICLE 7. OBLIGATIONS OF THE USPS

The USPS hereby agrees:

1. Transportation To arrange with carriers to transport Qualifying Mail to international destinations where the proper authority will effect delivery.
2. Undeliverable Items To return:

- a. Express Mail International items refused by an addressee or that are undeliverable, to the Mailer via Express Mail [REDACTED]
 - b. Priority Mail International items refused by an addressee or that are undeliverable, to the Mailer according to the provisions of IMM 771.
3. Postage To provide prices for Qualifying Mail paid for and tendered as required by this Agreement.
4. Pickup To provide pickup service for Qualifying Mail according to the applicable local agreement, if any, as amended from time to time.
5. Confidentiality To seek non-public treatment of information it determines to be eligible for protection from public disclosure under applicable law and practice when it files the Agreement with the Postal Regulatory Commission, or when it files information (including data) in connection with the Agreement in accordance with other regulatory requirements.
6. Penalties for Non-Qualifying Mail under Option A To provide the Mailer with an invoice for any penalties imposed as a result of the improper tender of mail.
7. Technical Assistance under Option B To provide the Mailer with technical assistance necessary to prepare information linkages, electronic data files, and data exchanges as required for the proper functioning of USPS-provided Global Shipping Software (GSS).

ARTICLE 8. OBLIGATIONS OF THE MAILER – GENERAL

The Mailer hereby agrees:

1. Postage To pay postage:
 - a. For Express Mail International and Priority Mail International Qualifying Mail according to the price charts in Annex 1; and
 - b. For Global Express Guaranteed Qualifying Mail according to the price chart in Annex 2.
2. Customs and Export Documentation To provide any necessary documentation, including data provided in electronic format, in connection with each mailing, in the form and at the time specified by the USPS, Customs & Border Protection, Transportation Security Administration, the U.S. Census Bureau, a destination country foreign government, or other authority. The Mailer further understands that the failure to provide any such required documentation may result in refusal at acceptance, delay in processing, involuntary seizure by customs authorities, and/or return of mail to the sender.
3. Customs and Export Requirements. To comply with any regulation or order promulgated by the USPS, OFAC, the U.S. Department of the Treasury, the U.S. Census Bureau, BIS, the U.S. Department of Commerce, the U.S. Department of State, the U.S. Customs & Border Protection, the U.S. Fish and Wildlife Service, the Transportation Security Administration, a destination country foreign government, or other governmental unit, according to any requirements specified by those authorities. See IMM 5 for additional information.

4. Tender Not to:
 - a. Tender or attempt to tender any item under this Agreement that is destined for any country included in Country Group E-1 under Supplement No. 1 to Title 15, Code of Federal Regulations, Part 740 available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title15-vol2/pdf/CFR-2012-title15-vol2-part740-appNo-pdf>;
 - b. Tender or attempt to tender any item addressed to persons or entities identified on OFAC's Specially Designated Nationals List, BIS's Denied Persons List, or BIS's Entities List;
 - c. Tender or attempt to tender any item on behalf of third parties or entities identified on OFAC's Specially Designated Nationals List, BIS's Denied Persons List, or BIS's Entities List.
5. Confidentiality To treat as confidential and not disclose to third parties, absent express written consent by the USPS, any information related to this Agreement that is treated as non-public by the Postal Regulatory Commission.
6. Penalties To pay any fines or penalties as well as any other expenses, damages, and/or charges, including any applicable duties, taxes, and/or fees that result from an action of any other governmental entity that regulates exports and/or imports in relation to any item tendered under this agreement, or that results from the Mailer's failure to comply with applicable laws and regulations of the origin country, destination country, or any country through which a mailing tendered under this Agreement passes (including failure to provide necessary documentation and/or failure to obtain any required license or permit).
7. Advance Notification To provide the Manager, Customized Mail, USPS, via e-mail to icmusps@usps.gov with notification of the Mailer's intent to tender Qualifying Mail under this Agreement that requires a license from OFAC, BIS, or the U.S. Department of State not less than ten (10) days prior to tender of such items.

ARTICLE 9. ADDITIONAL OBLIGATIONS OF THE MAILER UNDER OPTION A

The Mailer, having selected Option A above, hereby agrees:

1. Advance Notification To provide the Manager, Customized Mail, USPS, via e-mail to icmusps@usps.gov with notification of the Mailer's intent to change PC Postage Providers and the name of the new PC Postage Provider the Mailer intends to use at least twenty (20) days in advance of the anticipated change from one PC Postage Provider to another;
2. Tender To present the mailings to the USPS using any means of tender the USPS authorizes for items for which postage payment is through a PC Postage Provider, with the exception of the following means of tender: tender at a USPS retail window, or a commercial mail receiving agency.
3. Software To apply address labels and Customs declarations to Qualifying Mail using the software provided by the USPS-approved PC Postage Provider which the Mailer has identified as its selected postage payment intermediary.

4. Postage Due To pay any postage due to the USPS as a result of discrepancies between the actual PC postage applied to the mailings and the postage required under this Agreement.
5. Penalty for the Improper Tender of Mail To pay:
 - a. Any penalty the USPS may assess under the terms of Article 33 for the improper tender of mail provided that the USPS has provided the Mailer with notice of the number of pieces of Non-qualifying Mail and an invoice for the total dollar amount of the penalty due;
 - b. The amount of the assessed penalties within thirty (30) days of the date of the invoice. All invoices that are not paid within thirty (30) days will incur [REDACTED] Any invoicing discrepancies will be resolved subsequent to payment of the invoice. In addition [REDACTED] the USPS reserves the right to pursue other available remedies.

ARTICLE 10. ADDITIONAL OBLIGATIONS OF THE MAILER UNDER OPTION B

The Mailer, having selected Option B above, hereby agrees:

1. Advance Notification To provide:
 - a. The Manager, Customized Mail, USPS, via e-mail to icmusps@usps.gov, with notification of new permit numbers used for Qualifying Mail one week in advance of using the new permit numbers. The message should include the permit number, the city, state, and ZIP Code where the permit is held, the name of the permit owner, and the requested implementation date.
 - b. The appropriate USPS acceptance site(s) with notice of intent to mail.
2. Tender To present the mailings at a Business Mail Entry Unit (BMEU) approved by the USPS to receive Qualifying Mail in accordance with the scheduling procedures in place at the appropriate acceptance site(s).
3. Address Labels and Customs Declarations. To create
 - a. Address labels for GXG, EMI, PMI Qualifying Mail using USPS-provided Global Shipping Software (GSS);
 - b. Customs declarations:
 - i. For EMI, and PMI Qualifying Mail using USPS-provided Global Shipping Software (GSS);
 - ii. For GXG Qualifying Mail using USPS-provided Global Shipping Software (GSS) and the procedures detailed in USPS Publication 141 *Global Express Guaranteed Service Guide*.

4. Information Link To establish the necessary linkages with the USPS so that:
 - a. The Mailer and the USPS can exchange data transmissions concerning the Mailer's packages;
 - b. The USPS can, at the Mailer's request, extract information by scanning the Mailer-provided barcode on each package.
5. Data Transmission To exchange electronic information with the USPS according to the instructions the USPS provides.

ARTICLE 11. MINIMUM COMMITMENT

1. The Mailer is required to meet an annualized minimum commitment of [REDACTED]
2. In the event that the Mailer does not meet its minimum commitment as set forth in Paragraph 1 of this Article, the Mailer agrees to pay the USPS [REDACTED]
3. The USPS will provide the Mailer with an invoice for any postage due for the failure to meet the minimum commitment stated in Paragraph 1. All amounts due are to be paid within thirty (30) days of the date of the invoice. Any invoice that is not paid within thirty (30) days will incur [REDACTED]
[REDACTED] Any invoicing discrepancies will be resolved subsequent to payment of the invoice. In addition [REDACTED] the USPS reserves the right to pursue other available remedies.

ARTICLE 12. TERM OF THE AGREEMENT

The USPS will notify the Mailer of the Effective Date of the Agreement as soon as possible, but no later than thirty (30) days, after receiving the signed Agreement from the Mailer. The Agreement shall remain in effect until 11:59 p.m. on the date prior to the date of any change in the published prices that affect the Qualifying Mail in this Agreement that may fall within the month of January, 2014. Should the date of any change in the published prices that affects the Qualifying Mail in this Agreement not occur until sometime after January, 2014, this Agreement shall terminate at 11:59 p.m. on January 31, 2014. Pursuant to Article 13 or Article 14, this Agreement may be terminated sooner than the dates provided for in this Article

ARTICLE 13. TERMINATION OF THE AGREEMENT

1. Either Party to this Agreement, in its sole discretion, may terminate the Agreement for any reason, without cost, fault, or penalty, except as provided for in paragraph 2 below, regardless of whether either Party is in default, upon a thirty (30) day written notification, unless a time frame longer than thirty (30) days that falls within the term of the Agreement is indicated by the terminating Party.

2. In the event that this Agreement is terminated for any reason before the termination date provided for in Article 12, any penalties arising under Articles 9, 33, and 34, or any one of them, shall be enforceable, and the minimum commitment in Article 11 shall be enforceable but shall be calculated on a *pro rata* basis to reflect the actual duration of the Agreement.

ARTICLE 14. MODIFICATION OF THE AGREEMENT

1. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement, with the exception of changes to prices under the terms of Article 15, shall be binding only if placed in writing and signed by each Party.
2. Modifications may be contingent upon any and all necessary approvals by USPS management's executive committee, the Board of Governors of the USPS, the Governors of the USPS, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS.
3. If such approvals are required, the modifications will not become effective until such time as all necessary approvals are obtained.
4. The USPS will notify the Mailer of the date the modification becomes effective within thirty (30) days after receiving the approval of the entities that have oversight responsibility for the USPS.
5. The USPS shall have no obligation to notify the Mailer of the status of the approval process or of potential fulfillment of the approval process.
6. Any changes to or modification of the local agreement referred to in Article 7, Paragraph 4 are not subject to the provisions of this Article.

ARTICLE 15. POSTAGE UPDATES

1. In the event that the USPS incurs an increase in costs [REDACTED] [REDACTED] associated with providing this service, the USPS shall notify the Mailer and modify the prices established under this Agreement. [REDACTED]
[REDACTED]
2. The prices in Annex 1 are related to the non-discounted published postage for Express Mail International and Priority Mail International. The prices in Annex 2 are related to the non-discounted published postage for Global Express Guaranteed. In the event that the non-discounted published postage for these services should change, the prices in Annex 1 and Annex 2 will also change. Such increases to the prices in Annex 1 and Annex 2 shall be calculated using the same assumptions and constraints used to determine the prices in the existing Annex 1 and Annex 2.
3. The USPS will give the Mailer thirty (30) days' notice of changes to the prices in Annex 1 and Annex 2.
4. Any revision of prices in Annex 1 and Annex 2 shall not be retroactive.
5. No price shall increase beyond the non-discounted published price for the affected service.

ARTICLE 16. CUSTOMS DUTIES AND TAXES

Customs duties, taxes, and/or fees for packages mailed under this Agreement are the responsibility of the addressee.

ARTICLE 17. ENTIRE AGREEMENT AND SURVIVAL

This Agreement, including all Annexes thereto and any corresponding written local pickup agreement, shall constitute the entire agreement between the Parties regarding customized prices for EMI, PMI, and GXG commencing on the Effective Date of the Agreement, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement. The provisions of Article 7, Paragraph 5; Article 8, Paragraph 5; and Article 19 shall expire ten (10) years from the date of termination or expiration of this Agreement.

ARTICLE 18. FORCE MAJEURE

Neither Party shall be liable for its failure to perform under the terms of this Agreement due to any contingency beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages; governmental laws, ordinances, rules and regulations, whether valid or invalid; court orders whether valid or invalid; inability to obtain material, equipment or transportation; and any other similar or different contingency.

ARTICLE 19. CONFIDENTIALITY

The Mailer acknowledges that this Agreement and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding. The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Agreement must be filed. The Mailer further understands that any unredacted portion of the Agreement or supporting information will be available on the Commission's public website, www.prc.gov. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost, or volume data) in other Commission dockets, including PRC Docket Numbers ACR2013, ACR2014, and/or ACR2015. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the PRC for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website: www.prc.gov/Docs/63/63467/Order225.pdf. The docket number in which this Agreement will be filed is CP2013-35.

ARTICLE 20. EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect.

ARTICLE 21: INTELLECTUAL PROPERTY, CO-BRANDING AND LICENSING

The Mailer is allowed the use of the words "Global Express Guaranteed," "Express Mail International," and "Priority Mail International" and the acronyms "GXG," "EMI," and "PMI." The Parties acknowledge that in the service of marketing the products under this Agreement that such product marketing may be enhanced through the use of co-branding or the use of each Party's trademarks, logos or intellectual property. In such instances, the Parties acknowledge and agree that any use shall be subject to separate written agreements. The Parties acknowledge and agree that neither Party shall use the other Party's trademarks, logos or intellectual property until such time that a license for such use has been executed by the Parties and all laws and regulations required for such license's effectiveness have been perfected, which shall include but not be limited to any recordation requirements.

ARTICLE 22. LIMITATION OF LIABILITY

1. The liability of the USPS under this Agreement shall be limited to the refund of postage for Qualifying Mail that is lost or destroyed in bulk after being tendered to the USPS and prior to being received by the delivery authority outside of the United States. The USPS shall not be liable for any actual or consequential damages suffered by the Mailer as a result of late delivery or non-delivery of any Qualifying Mail.
2. The USPS shall not be liable for any loss or expense, including, but not limited to fines and penalties, for the Mailer's or any other person's failure to comply with any export laws, rules, or regulations.
3. The USPS shall not be liable for any act or omission by any person not employed or contracted by the USPS, including any act or omission of the Mailer, the Mailer's customer, or the recipient of an item tendered under this Agreement.
4. Express Mail International and Priority Mail International Qualifying Mail mailed under this Agreement are not guaranteed against delay in delivery. Neither indemnity payments nor postage refunds will be made in the event of delay.
5. Global Express Guaranteed Qualifying Mail mailed under this Agreement is insured against delay in delivery in accordance with USPS Publication 141 *Global Express Guaranteed Service Guide*.
6. The USPS bears no responsibility for the refund of postage for Qualifying Mail in connection with actions taken by Customs authorities.

ARTICLE 23. INDEMNITY

The Mailer shall indemnify and save harmless the USPS and its officers, directors, agents, and employees from any and all claims, losses, costs, damages, or expenses or liabilities, including but not limited to penalties, fines, liquidated damages, charges, taxes, fees, duties, or other money due ("Claims") growing out of or connected in any other way with the discharge by the Mailer or its agents(s) of any undertaking contained in this Agreement, including Claims that result from the noncompliance of the Mailer with the laws of the United States and other countries.

ARTICLE 24. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with United States federal law.

ARTICLE 25. SUSPENSIONS OF MAIL SERVICE

In the event that a suspension of either Express Mail International or Priority Mail International service from the United States to a country would prevent delivery of Qualifying Mail to addressees in that country, the Mailer shall not tender Express Mail International or Priority Mail International, as appropriate, to the USPS until service is restored. The annualized minimum commitment for Qualifying Mail set forth in Article 11 shall be recalculated *pro rata* to reflect the reduction in available service time.

ARTICLE 26. ASSIGNMENT

The rights of each Party under this Agreement are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.

ARTICLE 27. NO WAIVER

The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if such forbearance or waiver had not occurred.

ARTICLE 28. PARAGRAPH HEADINGS AND REFERENCE CITATIONS

The titles to the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement. All citations to provisions in the DMM and IMM within this Agreement are intended to refer to the substantive information found within the cited section(s) at the time this Agreement was drafted. Subsequent changes to the citations or the relevant substantive information due to published revisions of the DMM or IMM shall be applicable to this Agreement upon the effective date of such revisions.

ARTICLE 29. MAILABILITY, EXPORTABILITY, AND IMPORTABILITY

All items mailed under this Agreement must conform to the mailability requirements of the USPS as detailed in IMM 130; all applicable United States laws and regulations, including export control and customs laws and regulations; and all applicable importation restrictions of the destination countries. For each item mailed under this Agreement, the Mailer is responsible for determining export and import requirements, obtaining any required licenses and permits, and ensuring that the recipient of the item is authorized by the laws of the United States and destination countries to receive the item. The Mailer is solely responsible for the exportation and importation status of the products mailed under this Agreement as detailed in IMM 112.

ARTICLE 30 WARRANTIES AND REPRESENTATIONS

The Mailer warrants and represents that the Mailer is not subject to, and is not related to, an entity that is subject to a temporary or other denial of export privileges by BIS and that the Mailer is not listed on BIS's Entity List or OFAC's Specially Designated Nationals List.

ARTICLE 31. NOTICES

All notices or demands to the Parties required by this Agreement shall be sufficient if delivered personally or mailed via Express Mail to the following individuals:

To the USPS:

Managing Director, Global Business and Vice President
United States Postal Service
475 L'Enfant Plaza SW Room 1P830
Washington, DC 20260-0830

To the Mailer:



or via e-mail:

To the United States Postal Service at: icmusps@usps.gov

To the Mailer at:



ARTICLE 32. COUNTERPARTS

The Parties may execute this Agreement in one or more counterparts (including by facsimile or by electronic means such as .pdf format), not all Parties need be signatories to the same documents, and all counterparty-signed documents shall be deemed an original and one instrument.

ARTICLE 33. CONDITIONS PRECEDENT

1. The Parties acknowledge and understand that all obligations of the USPS under this Agreement, including the prices listed in Annexes 1 and 2, shall be contingent on the USPS receiving approvals hereinafter ("Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, the Antitrust Division of the Department of Justice, the Federal Trade Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that the Agreement may not be approved by such individuals or bodies. Until such time that all conditions Precedent are fulfilled that are necessary to allow the Postal Service to provide

the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party.

2. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of the Agreement. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual; special; indirect; incidental; punitive; consequential; or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or for costs incurred by either Party attributable to such non-approval such as attorney's fees.

ADDITIONAL ARTICLES WHICH APPLY UNDER OPTION A ABOVE

ARTICLE 34. PENALTY FOR THE IMPROPER TENDER OF MAIL

The penalty for the improper tender of mail under Option A shall be [REDACTED]
[REDACTED]

ARTICLE 35. FRAUD

Under Option A above, the Mailer understands that providing false information with the intent to access discounted rates through the use of a PC Postage Provider may subject the Mailer to criminal and/or civil penalties, including fines and imprisonment.

In witness whereof, each Party to this Agreement has caused it to be executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature: 

Name: Frank A. Cebello

Title: Executive Director, Global Business Management

Date: 1/15/13

ON BEHALF OF

Signature:

Name:

Title:

Date:

Annex 1 PRICES FOR EXPRESS MAIL INTERNATIONAL AND PRIORITY
MAIL INTERNATIONAL

Annex 2 PRICES FOR GLOBAL EXPRESS GUARANTEED

ANNEX 1
PRICES FOR EXPRESS MAIL INTERNATIONAL

RATE GROUPS 1 – 9

Weight Not Over (LBS)	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9
0.5									
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
32									
33									
34									
35									

nw 5 / 01 13


Confidential

USPS / 01/2013

Annex 1 Page 1 of 8

ANNEX 1
PRICES FOR EXPRESS MAIL INTERNATIONAL

RATE GROUPS 1 – 9

Weight Not Over (LBS)	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9
36									
37									
38									
39									
40									
41									
42									
43									
44									
45									
46									
47									
48									
49									
50									
51									
52									
53									
54									
55									
56									
57									
58									
59									
60									
61									
62									
63									
64									
65									
66									
67									
68									
69									
70									

nw 5 / 01 13

Confidential

ANNEX 1
PRICES FOR EXPRESS MAIL INTERNATIONAL

RATE GROUPS 10 – 17

Weight Not Over (LBS)	Group 10	Group 11	Group 12	Group 13	Group 14	Group 15	Group 16	Group 17
0.5								
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								

nw 5 / 01 13

Confidential

USPS /  01/2013

ANNEX 1
PRICES FOR EXPRESS MAIL INTERNATIONAL

RATE GROUPS 10 – 17

Weight Not Over (LBS)	Group 10	Group 11	Group 12	Group 13	Group 14	Group 15	Group 16	Group 17
36								
37								
38								
39								
40								
41								
42								
43								
44								
45								
46								
47								
48								
49								
50								
51								
52								
53								
54								
55								
56								
57								
58								
59								
60								
61								
62								
63								
64								
65								
66								
67								
68								
69								
70								

nw 5 / 01 13

Confidential

USPS /  01/2013

ANNEX 1
PRICES FOR PRIORITY MAIL INTERNATIONAL


RATE GROUPS 1 – 9

Weight Not Over (LBS)	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
32									
33									
34									
35									

NW 5 / 01 13

ANNEX 1
PRICES FOR PRIORITY MAIL INTERNATIONAL

RATE GROUPS 1 – 9

Weight Not Over (LBS)	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9
36									
37									
38									
39									
40									
41									
42									
43									
44									
45									
46									
47									
48									
49									
50									
51									
52									
53									
54									
55									
56									
57									
58									
59									
60									
61									
62									
63									
64									
65									
66									
67									
68									
69									
70									

nw 5 / 01 13

Confidential

ANNEX 1
PRICES FOR PRIORITY MAIL INTERNATIONAL

RATE GROUPS 10 – 17

Weight Not Over (LBS)	Group 10	Group 11	Group 12	Group 13	Group 14	Group 15	Group 16	Group 17
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								


nw 5 / 01 13

Confidential

USPS /  01/2013

ANNEX 1
PRICES FOR PRIORITY MAIL INTERNATIONAL

RATE GROUPS 10 – 17

Weight Not Over (LBS)	Group 10	Group 11	Group 12	Group 13	Group 14	Group 15	Group 16	Group 17
36								
37								
38								
39								
40								
41								
42								
43								
44								
45								
46								
47								
48								
49								
50								
51								
52								
53								
54								
55								
56								
57								
58								
59								
60								
61								
62								
63								
64								
65								
66								
67								
68								
69								
70								

nw 5 / 01 13

Confidential

ANNEX 2
PRICES FOR GLOBAL EXPRESS GUARANTEED

RATE GROUPS 1 - 8

Weight Not Over (LBS)	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8
0.5								
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								

gxq X / 01 13

Note: For items not in USPS-supplied GXG envelopes, the chargeable weight is determined by comparing the dimensional weight (Length x Width x Height)/166 versus the actual weight. Whichever cost is greater of the two is the one that will be charged for a Global Express Guaranteed shipment.

ANNEX 2
PRICES FOR GLOBAL EXPRESS GUARANTEED

RATE GROUPS 1 - 8

Weight Not Over (LBS)	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8
36								
37								
38								
39								
40								
41								
42								
43								
44								
45								
46								
47								
48								
49								
50								
51								
52								
53								
54								
55								
56								
57								
58								
59								
60								
61								
62								
63								
64								
65								
66								
67								
68								
69								
70								

gxq X / 01 13

Note: For items not in USPS-supplied GXG envelopes, the chargeable weight is determined by comparing the dimensional weight (Length x Width x Height)/166 versus the actual weight. Whichever cost is greater of the two is the one that will be charged for a Global Express Guaranteed shipment.

Confidential